

NO. 3:10-01028  
JUDGE HAYNES

1b. If not, did Defendants Austin and McDowell violate the terms of their employment agreements with Wyndham?

a.	Sean Austin	Yes _____	No <u>✓</u>
b.	Charles McDowell	Yes _____	No <u>✓</u>

#### Intentional Interference with Business Relationships

2. Did the Defendants intentionally interfere with Plaintiff's business relationships with its customers who had contracts with Wyndham?

a.	Timeshare Advocacy International	Yes _____	No <u>✓</u>
b.	Sean Austin	Yes _____	No <u>✓</u>
c.	Charles McDowell	Yes _____	No <u>✓</u>

#### Civil Conspiracy to Intentionally Interfere with Business Relationships

3. Did the Defendants engaged in a civil conspiracy to intentionally interfere with Wyndham's business relationships with its customers who had contracts with Wyndham?

a.	Timeshare Advocacy International	Yes _____	No <u>✓</u>
b.	Sean Austin	Yes _____	No <u>✓</u>
c.	Charles McDowell	Yes _____	No <u>✓</u>

#### Tennessee Consumer Protection Act

4. Did the Defendants violate the Tennessee Consumer Protection Act engaged in its communications and use of letters to Wyndham's customers who had contracts with Wyndham?

a.	Timeshare Advocacy International	Yes _____	No <u>✓</u>
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- b. Sean Austin Yes \_\_\_\_\_ No ✓
- c. Charles McDowell Yes \_\_\_\_\_ No ✓

### Unfair Competition

5. Do you find by a preponderance of the evidence that the following defendants are liable for unfair competition?

- a. Timeshare Advocacy International Yes \_\_\_\_\_ No ✓
- b. Sean Austin Yes \_\_\_\_\_ No ✓
- c. Charles McDowell Yes \_\_\_\_\_ No ✓

6. Whether any Defendant was unjustly enriched?

- a. Timeshare Advocacy International Yes \_\_\_\_\_ No ✓
- b. Sean Austin Yes \_\_\_\_\_ No ✓
- c. Charles McDowell Yes \_\_\_\_\_ No ✓

### DAMAGES

7. If you answer yes to any of these issues, what if any damages on each claim, should be awarded to Wyndham against each Defendant?

#### Trade Secrets Act (If applicable)

- a. Timeshare Advocacy International Damages \$ \_\_\_\_\_
- b. Sean Austin Damages \$ \_\_\_\_\_
- c. Charles McDowell Damages \$ \_\_\_\_\_

**Breach of Agreement (If applicable)**

**Breach of Employment Agreement**

- a. Sean Austin Damages \$ \_\_\_\_\_
- b. Charles McDowell Damages \$ \_\_\_\_\_

**Intentional Interference with Business Relationships**

- a. Timeshare Advocacy International Damages \$ \_\_\_\_\_
- b. Sean Austin Damages \$ \_\_\_\_\_
- c. Charles McDowell Damages \$ \_\_\_\_\_

**Civil Conspiracy to Intentionally Interfere with Business Relationships**

- a. Timeshare Advocacy International Damages \$ \_\_\_\_\_
- b. Sean Austin Damages \$ \_\_\_\_\_
- c. Charles McDowell Damages \$ \_\_\_\_\_

**Tennessee Consumer Protection Act**

- a. Timeshare Advocacy International Damages \$ \_\_\_\_\_
- b. Sean Austin Damages \$ \_\_\_\_\_
- c. Charles McDowell Damages \$ \_\_\_\_\_

**Unfair Competition**

- a. Timeshare Advocacy International Damages \$ \_\_\_\_\_
- b. Sean Austin Damages \$ \_\_\_\_\_
- c. Charles McDowell Damages \$ \_\_\_\_\_

**Intentional or Willful Violation**

8. If you find that any of the Defendants intentionally interfered with Wyndham's business relationships with its customers with contracts with Wyndham, was that Defendant's conduct toward the Plaintiff maliciously or willful?

- a. Timeshare Advocacy International    Yes \_\_\_\_\_ No \_\_\_\_\_
- b. Sean Austin    Yes \_\_\_\_\_ No \_\_\_\_\_
- c. Charles McDowell    Yes \_\_\_\_\_ No \_\_\_\_\_



FOREPERSON

7/19/12

DATE